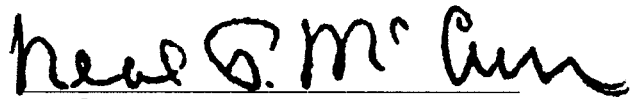


IT IS SO ORDERED:



Neal P. McCurn  
Senior United States District Judge  
Dated: January 6, 2011  
Syracuse, NY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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Ronald C. Cosser d/b/a THE CRAFTSMAN,

Plaintiff,

v.

Case No. 5:10-CV-320 (NPM/ATB)

Louis A. Campilango,

Defendant.

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**CONSENT JUDGMENT**

The parties in the above captioned matter, having come before this Court, hereby consent to judgment in the above captioned matter as follows:

1. That Louis Campilango and all those in privity or acting in concert with Louis Campilango, and each and all of them, shall cease, forever desist and be permanently prohibited and enjoined throughout the United States from directly or indirectly:

(a) using, as a trademark, service mark, trade name, corporate name, domain name, style, d/b/a, title or other designation, THE REAL CRAFTSMAN, THE CRAFTSMAN, or any other name or mark confusingly similar thereto, alone or in combination with other words, names, styles, titles or marks on or in connection with furniture, furniture building, cabinetmaking and furniture repair goods and services and/or related products and/or services;

(b) using the term THE REAL CRAFTSMAN, THE CRAFTSMAN, or any other name or mark confusingly similar thereto, in connection with any business or activity which Louis Campilango and all those in privity or acting in concert with Louis Campilango, and each

and all of them conducts, owns or controls now or at any time in the future;

(c) holding himself out as the owner of, or one authorized to use, the term THE REAL CRAFTSMAN, THE CRAFTSMAN or any other name or mark confusingly similar thereto as a name, d/b/a, style, trademark, service mark or trade name;

(d) seeking or applying for any Federal or State registration of the trademark or service mark THE REAL CRAFTSMAN, THE CRAFTSMAN, or any mark confusingly similar thereto, for use on any goods and/or services;

(e) performing any actions or using any words, names, styles, titles or marks, which are likely to cause confusion, to cause mistake or to deceive, or to otherwise mislead the public into believing that Louis Campilango is one and the same or is in some way connected with Ronald C. Cosser d/b/a THE CRAFTSMAN, or that Ronald C. Cosser d/b/a THE CRAFTSMAN is a sponsor of Louis Campilango, or that Louis Campilango is in some manner affiliated or associated with or under the supervision or control of Ronald C. Cosser d/b/a THE CRAFTSMAN, or that the goods and/or services of Louis Campilango originate with Ronald C. Cosser d/b/a THE CRAFTSMAN or are made, sold or offered with the approval, consent or authorization, or under the supervision of Ronald C. Cosser d/b/a THE CRAFTSMAN, or are likely in any way to lead the public to associate Louis Campilango with Ronald C. Cosser d/b/a THE CRAFTSMAN;

(f) using any words, names, styles, titles or marks which create a likelihood of injury to the reputation of Ronald C. Cosser d/b/a THE CRAFTSMAN, or a likelihood of dilution or misappropriation of the trademark THE CRAFTSMAN owned by Ronald C. Cosser d/b/a THE CRAFTSMAN and the goodwill associated therewith;

(g) using any trade practices whatsoever which tend to unfairly compete with or injure the business of Ronald C. Cosser d/b/a THE CRAFTSMAN and/or injure the goodwill appertaining to THE CRAFTSMAN trademark owned by Ronald C. Cosser.

2. That Louis Campilango immediately and completely cease all use of the name and mark THE REAL CRAFTSMAN, THE CRAFTSMAN, or any mark confusingly similar thereto, alone or in combination with other words, names, styles, titles or marks on any goods or services, as more fully set forth above.

3. That this Judgment shall inure to the benefit of, and be binding upon, the successors and assigns of both parties.

and assigns of both parties.

The PARTIES AGREE that Plaintiff ~~shall~~ may PUBLISH A NOTICE AS

4. That Louis Camplunge will pay Ronald C. Cesser's costs associated with this action.

SET FORTH ON THE ANNEXED SCHEDULE 'A' IN ~~AND~~ <sup>AND</sup> THE ~~NEWSPAPER~~ <sup>WEEKLY</sup> POST STANDARD

in the amount of \$1,200.00. AND FOR ON THE INTERVIEW FROM ONE SUNDAY TO THE

NEXT SUNDAY.

5. That this Court will retain jurisdiction to enforce the terms of this Consent Judgment.

Based on the above, the present matter is dismissed, with prejudice.

Dated:

~~Louis Campilango~~

Dated: December 21, 2010

**Ronald C. Cosser**

SO ORDERED:

Dated:

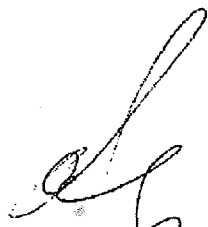

Hon. Neal P. McCurn  
United States District Judge


Public Notice

Louis Campilango does hereby give notice that he has discontinued conducting business activity under the name "The Real Craftsman."

Louis Campilango does further acknowledge that Ronald Cosser, of Eastwood, New York, claims trademark rights to the name "The Craftsman" in connection with furniture, cabinetmaking, furniture repair and refinishing, furniture polish, and goods and services and related products and/or services.

Louis Campilango regrets any confusion caused by the use of a similar name to that used by Ronald Cosser.

  
  
12/21/10

  
12-29-10